

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SEMI-TRUCK WITH 6000 GALLON TANK TRAILER & WATER
DISTRIBUTION SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 18, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Carmen Ledesma, Materials Management

SEMI TRACTOR WITH 6000 GAL. TANK TRAILER EQUIPPED WITH A WATER DISTRIBUTION SYSTEM

1.0 INTENT:

The intent of this specification is to describe a **Semi Tractor With 6000 Gal. Tank Trailer Equipped With A Water Distribution System** to be used by Maricopa County Transportation Department in their road maintenance operation, Tractor and trailer will be operated approximately 25% of the time on well maintained asphalt or concrete roads, approximately 70% on maintained gravel and hard packed dirt and approximately 5% on un-maintained dirt roads. Tractor and Trailer shall be designed, built and completely equipped to perform this type of operation in ambient temperatures up to 130 degrees Fahrenheit. **Tractor and Tanker Trailer shall be designed and constructed such as to be capable of hauling 6000 gallon of water on highway legally.** One (1) or more unit(s) to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

ITEM DESCRIPTION	VENDOR PROPOSAL
	(VENDOR TO STATE COMPLIANCE OR DIVIATION)
<p>2.1 <u>TRACTOR WEIGHTS AND DIMENSONS:</u></p> <p>2.1.1 <u>Wheelbase</u> - Approx. 177 to 180"</p> <p>2.1.2 <u>G.V.W.</u> - 53,000 lbs.</p> <p>2.1.3 <u>Fuel Capacity</u> - Approx. 100 gal.</p>	
<p>2.2 <u>TRACTOR FRAME:</u></p> <p>2.2.1 <u>Type</u> – Single rail.</p> <p>2.2.2 <u>Section Modules</u> - Approx. 15.9 cu/in.</p> <p>2.2.3 <u>RBM</u> - Approx. 1,908,000 in/lb.</p>	
<p>2.3 <u>TRACTOR AXLES/SUSPENSIONS:</u></p> <p>2.3.1 <u>Front;</u></p> <p>2.3.1.1 <u>Capacity</u> - 13,000 lbs.</p> <p>2.3.1.2 <u>Wheel Seals</u> - STEMCO, NATIONAL, C/R or approved equal, oil bath with sight glass.</p> <p>2.3.1.3 <u>Hubs</u> - Aluminum</p> <p>2.3.2 <u>Rear;</u></p> <p>2.3.2.1 <u>Type</u> - Full floating, with power divider lockout, controlled from truck cab.</p> <p>2.3.2.2 <u>Ratio</u> - To allow 25% grade ability and maximum speed of 75 mph at rated RPM.</p> <p>2.3.2.3 <u>Capacity</u> - 40,000 lbs.</p> <p>2.3.2.4 <u>Suspension Type</u> - Heavy duty Air-Ride.</p> <p>2.3.2.5 <u>Main Differentials</u> - Full locking, operator controlled.</p>	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.3.2.6 <u>Air Dump Valve</u> - With light and gauge installed on the dash in clear view of operator.	
2.3.2.7 <u>Wheel Seals</u> - STEMCO, NATIONAL, C/R or equal.	
2.3.2.8 <u>Axle Spread</u> - Approx. 54".	
2.3.2.9 <u>Hubs</u> - Aluminum	
2.4 <u>TRANSMISSION:</u>	
2.4.1 <u>Type</u> - Manual Shift	
2.4.2 <u>Make / Model</u> - FULLER, RTLO 14918B or approved equal.	
2.4.3 <u>Speeds</u> - Heavy duty 18 speed, with oil cooler.	
2.5 <u>CLUTCH:</u>	
2.5.1 Heavy duty ceramic, with dust proofing.	
2.6 <u>DRIVELINE:</u>	
2.6.1 Main and inter-axle, shall be SPICER 1810 or equal, heavy duty with coated splines.	
2.7 <u>ENGINE:</u>	
2.7.1 <u>Type</u> - Diesel, four cycle, 6 or 8 cylinders, water cooled, turbocharged.	
2.7.2 <u>Torque</u> - Approx. 1450 lbs./ft @ 1200 to 1500 rpm, 400 H.P.	
2.7.3 <u>Air Cleaner</u> - DONALDSON or equal two stage with evacuation. Air restriction indicator installed on the dash in clear view of operator.	
2.7.4 <u>Cooling</u> - Manufacturer's maximum including heavy duty fan, shroud, radiator drain-cock and water filter, Perry or equal. Continuous operation capability, 125+ degree ambient temperature.	
2.7.5 <u>Coolant</u> - 50-50 mix of a good quality ethylene glycol based all seasons' coolant and water.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.7.6 <u>Engine Shut Down</u> - With ignition key. 2.7.7 <u>Engine Brake</u> - JACOBS NEW TECH 349, or equal. 2.7.8 <u>Fuel Filter</u> - Spin on type. 2.7.9 <u>Water Separator</u> - Fuel system. 2.7.10 <u>Air Compressor</u> - BENDIX or equal 16.5 CFM. 2.7.11 <u>Exhaust</u> - Vertical with curved stack and muffler shield. 2.7.12 <u>Coolant Hoses</u> - All, lifetime silicone type. 2.7.13 <u>Engine Speed Control</u> - Hand throttle, VERNIER or equal, locking type, or equal electronic system.	
2.8 <u>FUEL TANKS:</u> 2.8.1 Aluminum construction, step or equal design, approximately 100 gallon capacity.	
2.9 <u>MIRRORS:</u> 2.9.1 Two (2) retractable 7" x 16" WEST COAST type with 8" spots clamped to mirror brackets.	
2.10 <u>TRACTOR BRAKES:</u> 2.10.1 <u>Type</u> - Heavy duty air brakes, ROCKWELL Q-series S-cam or equal. 2.10.2 <u>Spring Brake</u> - Rear axles. 2.10.3 <u>Automatic Slack Adjusters</u> - BENDIX ASA-5 or equal. 2.10.4 <u>Air Drier</u> - BENDIX AD-9 or equal type. 2.10.5 <u>Drums</u> - Heavy duty, outboard mounting. 2.10.6 <u>Brake Control Valve System</u> - Three (3) valve dual brake system, tractor park, trailer supply, tractor-trailer park.	
2.11 <u>TRACTOR ELECTRICAL:</u> 2.11.1 <u>Volt</u> - 12 2.11.2 <u>Batteries</u> - Heavy duty, maintenance free. 2.11.3 <u>Alternator</u> - 100 amp.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
2.12 <u>STEERING:</u> 2.12.1 Power.	
2.13 <u>HEATER/AIR CONDITIONING:</u> 2.13.1 Factory maximum, installed with 134A refrigerant.	
2.14 <u>HORN:</u> 2.14.1 Air, to meet FMVSS regulations.	
2.15. <u>CAB:</u> 2.15.1 <u>Type</u> - Conventional. 2.15.2 <u>Seats</u> - Drivers seat, hi-back air suspension type, fully adjustable, durable clothe covering. Passengers seat, standard hi-back bucket type, durable cloth covering. 2.15.3 <u>Seat Belts</u> - Retractable lap and shoulder, for driver and passenger. 2.15.4 <u>Sun Visors</u> - Two (2). 2.15.5 <u>Hood</u> - Tilt 2.15.6 <u>Arm Rest</u> - Two. 2.15.7 <u>Radio</u> - AM/FM and antenna. Factory installed. 2.15.8 <u>Dome Light</u> - Overhead type. 2.15.9 <u>Wipers</u> - Dual electric, intermittent type. 2.15.10 <u>Tachometer/Hour Meter</u> - Electric. 2.15.11 <u>Floor Covering</u> - Heavy duty black rubber mat. 2.15.12 <u>Glass</u> - All, darkest legal tint per Arizona State law, minimum warranty, five years on material and installation.	
2.16 <u>TRACTOR TIRES/WHEELS:</u> 2.16.1 <u>Tires</u> ; 2.16.1.1 Front - Two (2) like, 11R 22.5 14 ply tubeless radial (Steel Belt), highway tread. GOODYEAR only.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.16.1.2 Rear - Eight (8) like, 11 R x 22.5 14 ply tubeless radial (Steel Belt), highway tread, GOODYEAR only.	
2.16.2 <u>Wheels</u> ;	
2.16.2.1 Type – Aluminum, ALCOA or approved equal, 10 hole, hub pilot.	
2.16.2.2 Front - Two (2) 8.25 x 22.5	
2.16.2.3 Rear - Eight (8) 8.25 x 22.5	
2.16.2.4 Spare – One like wheel only.	
2.17 <u>INSTRUMENT/GAUGES</u> (As specified or approved equal system.)	
2.17.1 <u>Engine Oil Pressure</u> - Light and buzzer.	
2.17.2 <u>Engine Coolant Temperature</u> - Light and buzzer.	
2.17.3 <u>Engine Coolant Level</u> - Light and buzzer.	
2.17.4 <u>Speedometer</u> - With trip odometer.	
2.17.5 <u>Engine Tachometer</u> - Electronic.	
2.17.6 <u>Engine Hour Meter</u> - Electronic.	
2.17.7 <u>Exhaust Pyrometer</u> .	
2.17.8 <u>Engine Oil Temperature</u> .	
2.17.9 <u>Transmission Oil Temperature</u> .	
2.17.10 <u>Axle Oil Temperature</u> .	
2.17.11 <u>Manifold Pressure</u> .	
2.17.12 <u>Air Application</u> .	
2.17.13 <u>Intake Air Restriction</u> .	
2.17.14 <u>Fuel Level Gauge</u> .	
2.17.15 <u>Volt Meter</u> .	
2.17.16 <u>Air Gauge</u> - Primary and secondary air system, and brake application.	
2.18 <u>TRACTOR LIGHTING:</u>	
2.18.1 <u>Regulation Criteria</u> - Shall meet all Arizona State and Federal standards.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.18.2 <u>Clearance Lights / Reflectors</u> - As required to meet standards.	
2.18.3 <u>Tail/Stop/Turn Signal/Lic. Plate Lights</u> - Manufacturers standard to meet AZ State regulations.	
2.19 <u>FIFTH WHEEL:</u>	
2.19.1 <u>Type</u> - Holland 3500 series, or approved equal.	
2.19.2 <u>Mounting</u> - Stationary, frame shall be pre-drilled so the fifth wheel can be moved at 3" increment if necessary to achieve proper weight distribution.	
2.19.3 <u>Tow Capacity</u> - 60,000 lb. minimum, designed for towing a 6000 gallon water tank trailer.	
2.20 <u>TRAILER CONNECTION PACKAGE:</u>	
All necessary components for quick hook-up to the 6000 gallon water tank trailer, shall include quick disconnects for all systems air, electrical and hydraulic.	
2.21 <u>FRONT BUMPER:</u>	
Heavy duty aluminum construction, swept back design, center tow pin.	
2.22 <u>TOOL / CHAIN BOXES:</u>	
2.22.1 <u>Tool / Chain Box</u>	
2.22.1.1 <u>Type</u> - Reading # U24 or approved equal.	
2.22.1.2 <u>Dimensions</u> - 18" W, 18" H, 24" L.	
2.22.1.3 <u>Location</u> - Installed (if room permits) on the left side truck frame as close to the front as possible.	
2.23 <u>REAR DECK ACCESS PACKAGE:</u>	
2.23.1 <u>Deck</u> - Diamond plate or equal, aluminum construction.	
2.23.2 <u>Access Step</u> - Aluminum construction, left side mount.	
2.23.3 <u>Grab Handle(s)</u> - Left side mount.	
2.23.4 <u>Capability</u> - Deck, access steps, and grab handles shall be capable of safely supporting a 300 lb. person.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.24 <u>WET KIT ASSEMBLY:</u> (As specified or pre-approved equal.)	
2.24.1 <u>Type</u> – dual line, full circulating design with flow control system incorporated so tractor can be used for multi-purpose.	
2.24.2 <u>Function</u> – Supply sufficient hydraulic power to drive a Series 30 COMMERCIAL SHEARING hydraulic motor, driving a BERKLEY 4", 650 GPM water pump mounted on a 6000 gallon tanker trailer. Pump will be located at the rear of trailer approx. 30' from fifth wheel.	
2.24.3 <u>PTO</u> – CHELSEA or approved equal, hot shift with cab mounted controls.	
2.24.4 <u>Hydraulic Pump</u> – COMMERCIAL SHEARING, series 30 with a capacity of approx. 40 GPM @ approx. 2400 RPM @ approx. 2500 PSI.	
2.24.5 <u>Hydraulic Lines And Filters</u> – Lines shall be 1 ½" ID. Single braid with AEROQUIP fittings. Filter(s) shall be screw on design, 10 micron or better, Restriction gauge integral with filter housing.	
2.24.6 <u>WET KIT ASSEMBLY:</u> (As specified or pre-approved equal.) (continued)	
2.24.7 <u>Hydraulic Tank / High Temp. Alarm System</u> – Aluminum construction, material thickness approx. 3/16", 50 gallon capacity, audible alarm system for high oil temperature mounted in the cab.	
2.24.8 <u>Controls</u> – Full function controls shall be install in the cab for operating the tank trailer water pump and spray heads	
2.25 <u>SAFETY EQUIPMENT:</u>	
2.25.1 <u>Non-Skid Areas</u> - All areas designed for standing or stepping shall have non-skid surface.	
2.25.2 <u>Emergency Kit</u> - Unit shall be equipped with a AZ. State and Federal approved reflector/flare kit.	
2.25.3 <u>Beacon Light</u> - One (1) multi-flash, amber, strobe type, WHELEN S360DAP, installed on top center of cab protector, providing 360 degree visibility, toggle type control switch on the dash, clearly labeled.	
2.25.4 <u>Fenders / Mud Flaps</u> – Quarter fenders with anti-sail mud flaps. Shall be designed to prevent mud and water from being thrown on the truck cab. (no advertising).	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.25.5 <u>Flag Holders</u> - Two (2) shall be installed, one on each end of the front bumper, positioned on a 45 degree angle. Holders shall be designed to safely secure flags at 55 mph highway speed.	
2.26 <u>TRAILER, SEMI TANKER, 6000 GAL. WITH WATER SPRAY SYSTEM</u> <i>(As specified or pre-approved equal)</i>	
2.26.1 <u>Dimensions / Capacities :</u>	
2.26.1.1 <u>Overall Length</u> - Approx. 405"	
2.26.1.2 <u>Overall Width</u> - Approx. 96"	
2.26.1.3 <u>Overall Height</u> - Approx. 106	
2.26.1.4 <u>Total Weight Empty</u> – Approx. 12,500 lb.	
2.26.1.5 <u>Tank Capacity</u> - 6000 Gallon	
2.26.1.6 <u>Fifth Wheel Plate Height</u> - Approx. 48"	
2.26.1.7 <u>King Pin Setting</u> - Approx. 18"	
2.26.1.8 <u>Highway Speed Capability</u> - Designed and constructed to carry 6000 gal. of water safely at 75 mph, highway speed.	
2.26.2 <u>Axles And Suspension:</u>	
2.26.2.1 <u>Axles:</u>	
2.26.2.1.1 <u>Type</u> – Tubular or equal, full width design, equipped with heavy duty heat treated alloy steel spindles and heavy duty tapered roller bearings, oil lubricated.	
2.26.2.1.2 <u>Quantity</u> – Two (2)	
2.26.2.1.3 <u>Load Capacity</u> – 20,000 each, <u>(minimum)</u> .	
2.26.2.1.4 <u>Wheel Seal Hubs</u> - STEMCO or equal with sight glass.	
2.26.2.1.5 <u>Wheel Hubs</u> – Aluminum	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
	(VENDOR TO STATE COMPLIANCE OR DIVIATION)

2.26.2.2 Suspension:

2.26.2.2.1 Make / Model – CHAMERS, model 754-40 or pre-approved equal.

2.26.2.2.2 Type – Rubber spring suspension system

2.26.2.2.3 Capacity – 40,000 lb.

2.26.3 Brakes:

2.26.3.1 Type - Full air brakes, 16.5 X 7, S-cam design, outboard mounted drums.

2.26.3.2 Slack Adjusters – Automatic, BENDIX ASA5 or approved equal.

2.26.3.3 Spring Brake Chambers - All axles.

2.26.3.4 Brake Lining - Non-asbestos.

2.26.3.5 Tractor Hook-Up System – Shall include all necessary components.

2.26.4 Trailer Tires/Wheels :

2.26.4.1 Tires - Eight (8) 11Rx 22.5 14 ply, tubeless radial, GOODYEAR only (no exceptions.)

2.26.4.2 Aluminum Wheels - Eight (8) ALCOA or approved equal, 22.5 x 8.25 , ten hole, hub pilot.

2.26.4.3 Spare – One (1) like tire and wheel assembly.

2.26.5 Tanker Body: (All Items, as specified or approved equal.)

2.26.5.1 Tank Design: The complete tank and all components permanently attached shall be constructed of stainless steel, 304-2B grade no exceptions. Modified ellipse design for low profile with the corners of shell having approximately a 5" radius.

2.26.5.2 Ends: Convex design, constructed of 10 gauge stainless steel, rolled and flanged, approximately 6" offset, welded 360 degrees on both sides.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
2.26.5.3 <u>Baffles</u> : Five baffles, convex flanged edge design, constructed of min. 10 gauge stainless steel, equally spaced the length of the tank, continuous full penetrating weld on both sides, 18" crawl hole	
2.26.5.4 <u>Manway</u> - One (1) 21" diameter, stainless steel construction, raised approximately 4", installed on top of the tank, centered front to rear and side to side, shall have a hinged cover with locking capability.	
2.26.5.5 <u>Manway Ladders</u> – Stainless steel construction, designed and constructed such as to provide for safe ingress and egress to the inside of the tank.	
2.26.5.6 <u>Access Ladder</u> – Stainless steel construction, designed such as to provide a safe means for getting to the top of the tank, Grab handles and or hand rails shall be provided as necessary for operator safety. Ladder shall be positioned at the front or rear of the tank.	
2.26.5.7 <u>Drains</u> - Standard 3" stainless steel weld flange with internal pipe threads located front and rear in bottom of tank, with WATTS, or approved equal, 3" water type valve with stainless butterfly in rear drain only.	
2.26.5.8 <u>Hydrant Fill System</u> – 2.5" piping, curb side hookup, air gap to meet City and State standards.	
2.26.5.9 <u>Tank Frame</u> :	
2.26.5.9.1 <u>Type - Modified</u> "U" or approved equal design.	
2.26.5.9.2 <u>Construction Material</u> - #304-2B stainless steel, 3/16" thickness.	
2.26.5.9.3 <u>Construction</u> - Integral part of the tank assy. full length of the tank, continuous full penetrating weld at all joints, ends of the frame shall be completely closed, frame shall be designed such that no moisture or debris can enter the inner cavity.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
	(VENDOR TO STATE COMPLIANCE OR DIVIATION)

2.26.5.10. Fifth Wheel Plate:

2.26.5.10.1 Type – Heavy duty, oscillating design, shall pivot on centerline axis of the trailer.

2.26.5.10.2 Construction – Shall be constructed such as to be an integral part of the frame assembly.

2.26.5.10.3 Construction Material – Steel plating, 1/4" thickness.

2.26.5.11. Water Level Gauge – Sight tube design, one (1) at each end of the tank.

2.26.5.12. Fenders:

2.26.5.12.1 Front Fenders - Constructed of 12 gauge 304-2B stainless steel, designed such as to prevent water or solid material from being thrown from the tires of the tractor onto the tanker.

2.26.5.12.2 Rear Fenders – Constructed of 12 gauge 304-2B stainless steel, designed such as to prevent water or solid material from being thrown from the tires. Fender shall be full length and width of the area over the wheels. Outside edges shall be rolled to meet I.C.C. requirements.

2.26.5.13. Mud Flaps – Heavy duty, anti-sail design, shall be installed on the front and rear of the front and rear fenders. (No Advertising)

2.26.5.14. Rear Bumper - Constructed of 3" x 6" x 1/4" stainless steel tubing (304-2B), attached directly to frame assembly.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.26.5.15. <u>Lights</u> – Shall be installed approximately midway up on the rear of the tank above the spray heads. Lights shall be name brand, heavy duty, shock resistant, waterproof, sealed beam type. (LED lighting preferred, if available.) Shall meet all State and Federal regulations.	
2.26.5.16. <u>License Plate Holder</u> – Installed at the rear in a protected location.	
2.26.5.17. <u>Wiring</u> - Shall meet all State and Federal regulations, color coded and run in metal conduit, rubber grommets shall be used where wiring passes through metal openings.	
2.26.5.18. <u>Landing Gear</u> – Two speed, manual operation, with 12" x 12" sand pads.	
2.26.5.19. <u>Controls</u> – Weather proof control box with controls switches for operating, engine speed, water pump and spray heads, installed on the curb side in a convenient location for the operator use.	
2.26.5.20. <u>Construction Criteria</u> – Tank assembly and all components permanently attached shall be constructed of #304-2B stainless steel. All stainless steel component weld joints shall be continuous, full penetrating both sides where possible, using #304 stainless steel welding rod, no exceptions. All other steel components joints shall be continuous, full penetrating, both side where possible, using steel welding rod. <u>All exposed areas of the tank assembly shall be buffed and have a smooth uniform grayish color.</u>	
2.26.6 <u>Water Spray System:</u> (As specified or approved equal.)	
2.26.6.1 <u>Water Pump</u> ;	
2.26.6.1.1 <u>Type</u> - BERKELEY or equal 4" cast iron self-priming centrifugal.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.26.6.1.2	<u>Capacity</u> - 650 GPM
2.26.6.1.3	<u>Mounting Location</u> - At rear of water tank, within area protected by bumper.
2.26.6.1.4	<u>Hydraulics:</u>
2.26.6.1.4.1	<u>Pump Drive Motor</u> - COMMERCIAL SHEARING series 30 or equal, gear type, direct mount.
2.26.6.1.4.2	<u>Hydraulic Lines</u> - Pressure and return lines shall be schedule 40, #304 stainless steel, 1" ID, routed through tank frame and properly supported. All fittings and hoses shall be AEROQUIP or approved equal.
2.26.6.1.5	<u>Fill Hose Connection</u> - Quick coupler design, installed on the curbside.
2.26.6.2	<u>Spray Heads:</u>
2.26.6.2.1	<u>Type</u> - MC CLELLAN 71A-3 B/MC or approved equal, with 360° swivel
2.26.6.2.2	<u>Size</u> - 3"
2.26.6.2.3	<u>Quantity</u> - 2
2.26.6.2.4	<u>Actuation</u> - Air
2.26.6.2.5	<u>Controls</u> - Controls for actuating each spray head independently, shall be installed in the cab of the tractor.
2.26.6.2.6	<u>Mounting Locations</u> - Rear mount, one on each side positioned approx. midway up from bottom of tank.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.26.6.3 <u>Supply Lines</u> - All air supply lines shall be equipped with air filters and automatic drains.	
2.26.6.4 <u>Shut-Off Valves:</u>	
2.26.6.4.1 <u>Type</u> - WATTS WAFER or approved equal, stainless steel butterfly.	
2.26.6.4.2 <u>Location;</u>	
2.26.6.4.2.1 One mounted between water pump and suction pickup hose.	
2.26.6.4.2.2 One mounted between water pump and tank fill line.	
2.26.6.4.2.3 One mounted between tank and pump for spray system.	
2.26.6.5 <u>Pipes/Connectors</u> - All pipe to be 3" with Victolic connectors, tees, elbows and clamps.	
2.26.6.6 <u>Fire Hose And Reel:</u>	
2.26.6.6.1 <u>Hose Reel</u> – Heavy duty, all steel construction, hydraulic rewind.	
2.26.6.6.2 <u>Hose Diameter</u> – 1 1/2" ID	
2.26.6.6.3 <u>Hose Length</u> - 50'	
2.26.6.6.4 <u>Hose Type</u> – Heavy duty, industrial design.	
2.26.6.6.5 <u>Spray Nozzle</u> – Heavy-duty design, fully adjustable spray pattern capability.	
2.26.6.6.6 <u>Mounting Location</u> – Curbside just forward of the wheels.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.26.6.7 <u>Fill Hose / Suction Strainer:</u>	
2.26.6.7.1 <u>Type</u> - Heavy duty steel reinforced rubber hose, secured to the Strainer and Quick Coupler with heavy duty stainless steel banding.	
2.26.6.7.2 <u>Diameter</u> - 3"	
2.26.6.7.3 <u>Length</u> - 25'	
2.26.6.7.4 <u>Hose To Pump Connection</u> - Quick Coupler design.	
2.26.6.7.5 <u>Hose Retainer Brackets</u> - Shall be installed along curbside of tank for securing hose when not in use. Brackets shall be designed and positioned such that the hose is safely secured for transporting.	
2.26.6.8 <u>Suction Strainer:</u>	
2.26.6.8.1 Design - Triangle, or approved equal with 3/16 holes in one side only.	
2.26.6.8.2 Dimension - 12"x 12" x 12" x 3" thick, with 3" hose connection.	
2.26.6.8.3 Construction Material - Sheet metal, minimum 10 gauge.	
2.26.7 <u>Paint:</u>	
All surface area with exception to the stainless steel tank assembly and aluminum wheels shall have two coats of white acrylic enamel to match the Tractor, all mill scale and slag shall be removed prior to primer coat.	

2.27 GENERAL:

Complete inspection shall have been made prior to delivery to ensure that the unit is in compliance with specifications. Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number. All sharp edges and corners shall be rounded to prevent accidental injury. Complete unit shall meet all State and Federal DOT regulations.

2.28 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.29 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.30 TRAINING:

The successful Contractor shall provide a minimum of one day to completely train County personnel in the use and care of the equipment.

2.31 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.32 VENDOR'S PROPOSAL COLUMN:

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

2.33 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within 180 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Unit(s) shall have been completely inspected for specifications compliance, serviced, road tested and ready for full operation when delivered. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.34 STOCK:

The Contractor shall be expected to stock locally sufficient quantities of repair parts as may be necessary to meet the County's needs.

2.35 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.36 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have fifteen (15) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.37 WARRANTY:

The minimum acceptable warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency. Vendor response shall allow delayed warranty of up to six (6) months based upon the date the vehicle is placed in service.

2.38 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.39 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.40 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.41 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.42 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.43 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.43.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.43.2 Vendor proposal column/section, MANDATORY
- 2.43.3 Pricing pages, MANDATORY
- 2.43.4 Literature, Technical and Descriptive, MANDATORY
- 2.43.5 Vendor Information, MANDATORY
- 2.43.6 Agreement page, MANDATORY
- 2.43.7 References, MANDATORY

2.44 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.45 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

~~3.2 OPTION TO EXTEND:~~

~~The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.~~

3.3 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.6 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.7 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.7.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.7.2 Documentation that names the replacement product or model.
- 3.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.7.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.

3.9 INDEMNIFICATION AND INSURANCE:

3.9.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.9.2 INSURANCE REQUIREMENTS.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 3.9.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.9.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.9.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.9.3 CERTIFICATES OF INSURANCE.

3.9.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.9.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.9.4 OCCURRENCE BASIS.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.9.5 CANCELLATION AND EXPIRATION NOTICE.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

CUNNINGHAM COMMERCIAL VEHICLES, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:___ YES __X___ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ___ YES __X___NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? _____ YES __X___ NO

INTERNET ORDERING CAPABILITY: _____ YES __X___ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X___YES _____ NO

PRICING SHEET

C232005/B0604327

One (1) or more SEMI TRACTOR, WITH 6000 GAL. TANK TRAILER
EQUIPPED WITH A WATER DISTRIBUTION SYSTEM in accordance (to include tire disposal)
with attached specifications: \$ 155,100.00 /each

Manufacturer/Model: STERLING LT9513 / UNITED TRUCK

Delivery ARO(state in days): 120

F.O.B. Destination: __X___Yes _____No

Warranty (state in writing here, amplifying information/attachments may be added as attachments):

1. Engine - Diesel, turbo charged, min. 500 HP at approx. 1900 RPM. \$ 8,400.00 /each
2. Transmission - Automatic, ALLISON HD4560P,
six (6) speed. Please specify the delivery time
if this transmission is ordered. Days (120) \$ 9,950.00 /each
(N/A with 500 HP)
3. Semi Tractor Only - As specified in sections 2.1 through 2.26. \$ 61,100.00 /each
4. Tank Trailer Assembly Complete - Including the water
distribution system. \$ 94,000.00 /each
5. Alternative Fuel Systems: (i.e. dedicated, bi-fuel combination fuels,
compressed natural gas, liquid natural gas, propane and etc.) please
specify type(s) availability and cost below. N/A

CUNNINGHAM COMMERCIAL VEHICLES, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353

Terms:	NET 30
Federal Tax ID Number:	86-0898858
Vendor Number:	860898858
Telephone Number:	623-907-9900 602/256-7770
Fax Number:	623-907-6403 602/256-7771
Contact Person:	Leroy Peterson
E-mail Address:	LPETERSON@FAZLTD.COM
Insurance Certificate	Required
Contract Period:	To cover the period ending SEPTEMBER 30, 2003